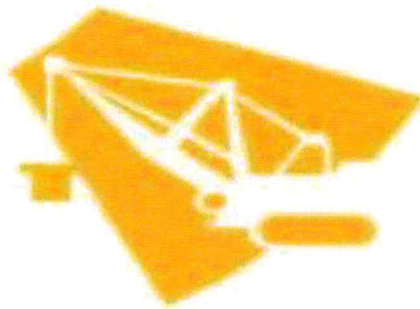


CITY OF LONG BEACH
HARBOR DEPARTMENT

PORT-WIDE PROJECT LABOR AGREEMENT (PLA)



WITH

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

PORT-WIDE PROJECT LABOR AGREEMENT
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PORT-WIDE PROJECT LABOR AGREEMENT
CITY OF LONG BEACH, HARBOR DEPARTMENT

INTRODUCTION AND FINDINGS

WHEREAS, the successful timely completion of the Covered Projects are of the utmost importance to the Department; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other Craft labor organization which is signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City of Long Beach, the Department, the Unions and Contractors would be best served if the construction work to be performed under this Agreement proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Covered Projects by the Contractors, and further, to encourage close cooperation among the Contractors, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of the Project, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that general contractors and each sub-contractor are bound and shall remain bound, for the duration of the Covered Projects, by the terms of this Agreement and the applicable local and national collective bargaining agreements for the Craft work performed, established between the signatory Unions and Contractors, in effect and covering the area of this Project; and

WHEREAS, the contracts for the construction of the Covered Projects will be awarded in accordance with the applicable provisions of public works construction law; and

WHEREAS, the Agreement is not intended to have an adverse impact on the policy of

the City of Long Beach to provide business opportunities for small and very small businesses in Department contracts; and

WHEREAS, the Department has the absolute right to select the lowest responsible bidder for the award of construction contracts on the Covered Projects; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

PURPOSE

Section 1.1 The purpose of this Agreement is to provide a framework to facilitate the project delivery schedule and to address the special needs of the City of Long Beach, the Prime Contractors, the subcontractors and the building and construction tradespeople performing work associated within the scope of the Covered Projects herein described.

Section 1.2 This Agreement is intended to support the compressed scheduling and financial commitments of the City, by providing for a readily available pool of skilled Craft construction workers, with the use of multiple shifts, the full utilization of apprentices and to minimize potential overtime concerns, as major construction activity occurs in this tightly confined work environment.

Section 1.3 This Agreement will permit the Department to maximize economies of operations through the use of uniform workplace rules and procedures applicable to all employers and employees while also avoiding costly delays on project work due to contractor lockouts, industry-wide job stoppages, strikes, sympathy strikes, work stoppages, picketing, slowdowns, labor disputes or other interference with work.

Section 1.4 This Agreement has been developed to facilitate the utmost timely, efficient and cost-effective completion of the Covered Projects which is of vital importance to the City, Department, the public and the national commerce transacted through one of the Nation's busiest ports.

ARTICLE II

DEFINITIONS

Section 2.1 "Agreement" means this Project Labor Agreement.

Section 2.2 "Apprentice" means a person as defined in Article 8, Section 8.10.1.

Section 2.3 "Board" means the City of Long Beach Board of Harbor Commissioners.

Section 2.4 “City” means the City of Long Beach.

Section 2.5 “Committee” means Joint Administrative Committee as described in Article XIII of this Agreement.

Section 2.6 “Construction Contract” means any contract or professional consultant services contract entered into between the Department and Prime Contractor to perform construction work on a Covered Project in Exhibit 1, and any resulting subcontracts entered into between the Prime Contractor and subcontractors to perform construction work on a Covered Project in Exhibit 1.

Section 2.7 “Contractor” or “Employer” includes the Prime Contractor and all subcontractors and owner operators of any tier, with respect to the construction of any part of the Covered Projects.

Section 2.8 “Core Worker” means an employee: (i) who appears on the Contractor’s active payroll for 60 of the 100 working days immediately before award of the construction contract by the Board; (ii) who has worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; (iii) who possesses all licenses required by state and federal law for the Project Work; and (iv) who has the ability to safely perform the basic functions of the applicable trade as required by California Labor Code Section 3071 and Title 8 California Administrative Code Chapter 2.

Section 2.9 “Covered Project(s)” means the capital improvement construction projects included in Exhibit 1 to be performed, pursuant to a construction contract, as more fully described in Section 3.3. During the term of this Agreement the Board may identify additional projects that are appropriate for coverage by the Agreement and, by Board action, take actions authorized by Section 3.2.

Section 2.10 “Covered Work” means construction work in furtherance of a Covered Project, other than work excluded pursuant to specific exemptions set forth in Section 3.5. Covered Work also includes surveying and inspection services, pursuant to a Construction Contract or a professional consultant services contract with the Department, within the State of California general prevailing wage determination for Field Surveyors, Hydrographic Surveyors, and Building/Construction Inspectors and Field Soils and Material Testers, during the construction of a Covered Project.

Section 2.11 “Department” means the City of Long Beach Harbor Department.

Section 2.12 “Federally-Funded Project” means a Covered Project that is funded in whole or in part with federal funds.

Section 2.13 “Jobs Coordinator” means an independent third-party individual or entity with whom the Contractor or the Department enters into a contract to facilitate implementation of the Local Hiring, Transitional Worker, and Veteran requirements established in this Agreement.

Section 2.14 “Joint Administrative Committee” (JAC) means the committee established by Article XIII of this Agreement to review the implementation of this Agreement.

Section 2.15 “Letter of Assent” means the document that each contractor (of any tier) must sign and submit to the Jobs Coordinator and the Trades Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement.

Section 2.16 “Local Hiring Requirement” means the hiring of Local Residents as referenced in Sections 8.4 and 8.5 of this Agreement.

Section 2.17 “Local Resident” means an individual, who can perform the basic functions of his/her trade and whom is currently registered with the applicable Union, whose primary place of residence is within the Counties of Los Angeles or Orange.

Section 2.18 “Master Labor Agreements” or “MLA” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 2.19 “Plan” means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XV of this Agreement.

Section 2.20 “Prime Contractor” means the individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise that has entered into a contract with the Department to perform construction work on any Covered Project.

Section 2.21 “Project(s)” or “Project Work” means the capital improvement construction projects included in Exhibit 1 to be performed, pursuant to a construction contract, as more fully described in Section 3.3. During the term of this Agreement the Board may identify additional projects that are appropriate for coverage by the Agreement and, by Board action, take actions authorized by Section 3.2.

Section 2.22 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the contract.

Section 2.23 “Trades Council” means the Los Angeles/Orange Counties Building and Construction Trades Council.

Section 2.24 “Transitional Worker” means an individual who faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance, including, without limitation, unemployment benefits; (4) lacking a GED or high school diploma; (5) currently unemployed; (6) emancipated from the foster care system; (7) an individual whose income as an unrelated individual or whose family income is below seventy percent (70%) of the Lower Living Standard Income Level as determined and published by the

United States Department of Labor applicable to the area in which the individual resides; (8) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level; or (9) has successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program.

Section 2.25 “Union(s)” or “Signatory Unions” means the Los Angeles/Orange Counties Building and Construction Trades Council and the Craft Councils and Local Unions signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.26 “Union Signatory” or “Signatory” means a contractor that is independently signatory to a Union’s Master Labor Agreement.

Section 2.27 “Veteran(s)” means a person who served in the active armed forces, including Army, Navy, Air Force, Coast Guard or Marine Corps, and who was discharged or released therefrom under conditions other than dishonorable.

ARTICLE III SCOPE OF AGREEMENT

Section 3.1 Parties: Unless otherwise provided or limited herein, this Agreement shall apply to the Department’s Contractors entering into a Construction Contract for the Project(s), Contractors performing work or agreeing to perform work as subcontractors, at all tiers, or otherwise in regards to the Construction Contract, the Department, and the Unions.

Section 3.2 Covered Project Defined: This Agreement shall apply and is limited to the Construction Contract, as defined in Section 2.6, and, as specified in Section 3.3 of this Article, as more fully described in the specifications for the Project, performed by those contractors of whatever tier that have contracts awarded for such work, all of which is hereinafter referred to as the “Project” or “Project Work.” The Department has the absolute right to combine, consolidate or cancel Projects or portions of Projects identified as Project Work. Included projects are listed in Exhibit 1 hereto. Should the Board remove any Project covered by this Agreement and thereafter authorize that construction work be commenced on the previously removed Project, substantially similar in size and scope, the Project shall be performed under the terms of the Agreement. It is understood by the parties that the Department may at any time, and at its sole discretion build segments of the Project falling within the terms of this Agreement or modify or not build the Project or any part of the Project that would be covered by this Agreement. The Department, in its sole discretion, may also add work to be covered under this Agreement, with written notice to be given to the Trades Council before such work is to begin.

Section 3.3 Specific: The work covered by this Agreement is defined and limited to all demolition, construction, capital improvements, abatement, renovation, rehabilitation, upgrade and improvement work, solar work and new construction work pursuant to prime multi-trade contracts that exceed \$5,000,000.00 and are included in Exhibit 1, and all subcontracts arising from these prime contracts. Additionally, this Agreement covers professional consultant services

contracts with the Department, providing construction craftwork, including surveys and inspections, during the construction of a Covered Project. Project Work which was commenced during the effective date under another PLA, shall continue to be performed pursuant to the other PLA; Project Work listed under another PLA and not commenced during the effective date of the other PLA, shall be performed under this Agreement.

Section 3.4 Project Labor Disputes: The provisions of this Agreement, including the MLAs, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Prime Contractor nor the Contractor will be obligated to sign any other local, area, or national agreement. It is further agreed that, where there is conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (MLAs) except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIV (Grievance and Arbitration Procedure) and Article XV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIV of this Agreement. Where a subject is covered by a provision in a MLA and not covered by this Agreement, the provision of the MLA shall apply. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the grievance procedures established in this Agreement.

Section 3.5 Exclusions:

Section 3.5.1 The Agreement shall be limited to Project Work as described in Section 3.3 and included in Exhibit 1, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after expiration, as set forth in Article XXI of this Agreement, or on other Department projects.

Section 3.5.2 The Agreement is not intended to, and shall not, affect or govern the award of contracts by the Board, which are outside the approved scope of the Project and Construction Contract defined in Article 2, Section 2.6.

Section 3.5.3 The Agreement is not intended to, and shall not, affect the operation or maintenance of any Port facilities.

Section 3.5.4 The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (except those covered by a MLA), office and clerical employees, or any other employee not performing construction Craftwork.

Section 3.5.5 It is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Material Testers (collectively "Inspectors") are covered Crafts under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every worker performing under these classifications pursuant to a Construction Contract or a professional consultant services contract with the Department shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement when awarded under a Construction Contract or a professional consultant services contract with the Department.

Section 3.5.6 This Agreement shall not apply to the hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement.

Section 3.5.7 This Agreement shall not apply to City, Department employees or Consultants working directly for the Department. Notwithstanding the foregoing, however, this exclusion shall not apply to consultants providing surveying and inspection services during the construction of a Covered Project, within the state of California's general prevailing wage determination for Field Surveyor, Hydrographic Surveyor, Building/Construction Inspector and Field Soils and Materials Tester.

Section 3.5.8 This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project.

Section 3.5.9 This Agreement shall not apply to any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by public utilities, including but not limited to Southern California Edison, Long Beach Water Department, or their contractors, and/or work performed by adjacent third-party landowners, or their contractors, whether funded by the City or others.

Section 3.5.10 This Agreement shall not apply to work performed by tenants of the Port. This exclusion includes: Ship to shore crane delivery, installation and commissioning; container yard crane delivery, installation and commissioning; intermodal yard delivery, installation and commissioning; yard security systems, cameras, fiber optic cables, installation and troubleshooting; terminal telecoms, computers, and systems installation and troubleshooting; gate and yard operating systems; and other tenant funded work not listed above.

Section 3.5.11 This Agreement shall not apply if the Department receives funding or assistance from any Federal, State, local or other public entity for the Project if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the Department not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The Department

agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 3.5.12 In case of conflict other than those stated in Section 3.5.11, where particular provisions of this Agreement would be prohibited by Federal or State law, or where the application of this Agreement would violate or be inconsistent with the terms, conditions or contingencies of a grant or a contract with an agency of the United States or the State of California, then the Department shall adapt requirements of this Agreement into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with Federal or State law or with terms, conditions or contingencies of the State or Federal grant or contract in question. The Department shall include this set of contract provisions in the public works contract with regard to the project or portions of the project for which this Agreement would conflict with Federal or State requirements.

ARTICLE IV

EFFECT OF AGREEMENT

Section 4.1 By executing the Agreement, the Unions and the Department agree to be bound by each and all of the provisions of the Agreement.

Section 4.2 By accepting the award of a Construction Contract for Project Work, whether as a contractor or subcontractor, the Contractor agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of the Agreement. Copies of the Letter of Assent must be submitted to the Department and the Trades Council by the Contractor prior to the Contractor performing any work on the Project.

Section 4.3 At the time that any Contractor enters into a subcontract with any subcontractor at any tier providing for the performance of construction for the Project, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work. See Attachment "A" for a sample Letter of Assent.

Section 4.4 This Agreement shall only be binding on the signatory Contractors hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any signatory to this Agreement or the Letter of Assent, unless signed by such parent, affiliate, subsidiary, division or venture of such company.

ARTICLE V

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

Section 5.1 The Unions, Department and Contractors agree:

Section 5.1.1 During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising

the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the Department because of a dispute on the Project.

Section 5.1.2 There shall be no lockout of any kind by any Contractor covered by the Agreement. The Contractor may lay off employees for lack of work or delay of work on such Project.

Section 5.1.3 The Unions agree that they will not sanction in any way any picket line or other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

Section 5.1.4 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

fails to timely pay its weekly payroll; or

fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable MLAs.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least ten (10) calendar days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission or e-mail to the involved Contractor and the Prime Contractor. Union will meet within the ten-day period to attempt to resolve the dispute.

Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 5.2 Expiration of Local Agreements: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of a Covered Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 5.1 above as a result of the expiration of any such agreement(s) having application on the Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

Section 5.2.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

Section 5.2.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactivity provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Department, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

Section 5.2.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 5.2.1 above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 5.2.2 above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 5.2.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option 5.2.2.

Section 5.3 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article V is alleged to have occurred:

Section 5.3.1 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

Michael Prihar
Louis Zigman
Walter Daugherty
Wayne Estes
Fredric Horowitz

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

Edna Francis
Mei Ling Bickner
Michael Rappaport

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or e-mail to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

Section 5.3.2 Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

Section 5.3.3 The Arbitrator shall notify the Parties by telephone and by facsimile or e-mail of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Trades Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

Section 5.3.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1.1 or 5.1.2 of this Article V has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, may be issued without a written opinion and shall be final and binding on the parties to such dispute. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

Section 5.3.5 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 5.3.4 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

Section 5.3.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

Section 5.3.7 The fees and expenses incurred in arbitration shall be divided equally by the Parties, including Union(s) and the Contractor(s) involved.

Section 5.4 The procedures contained in Section 5.3 shall be applicable to alleged violations of Article V and Article XV to the extent any conduct described in Section 5.1.1, 5.1.2 and 15.3 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 5.1.1, 5.1.2 or 15.3, shall be resolved under the applicable grievance arbitration procedures set forth under Article XIV.

ARTICLE VI

NO DISCRIMINATION

Section 6.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Project.

ARTICLE VII

UNION SECURITY

Section 7.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representative for all employees engaged in Project Work.

Section 7.2 Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. Nothing in this Section 7.2 is intended to supersede independent requirements of applicable MLAs as to those Employers signatory to such MLAs and as to the employees of those Employers who are performing Covered Work.

ARTICLE VIII

REFERRAL

Section 8.1 The Union(s) shall be the primary source of all Craft labor employed on the Project. However, in the event that a Contractor not independently signatory to a MLA has his/her own core workforce, and wishes to employ such core workers to perform covered work, the Contractor shall employ such core workers in accord with the provisions of this Article VIII.

Section 8.1.1 An employee shall be considered a member of a Contractor's core workforce for the purposes of this Article if the employee is a core worker as defined in Section 2.8. The number of core workers on this Project shall be governed by the following procedure: one (1) core worker shall be selected and one employee from the hiring hall of the affected trade or Craft and this process shall repeat until such Contractor's requirements are met or until such Contractor has hired five (5) such core workers for that Craft, whichever occurs first. Thereafter, all additional employees in the affected trade or Craft shall be hired exclusively from the hiring hall list.

Section 8.1.2 In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of core workers in the affected Craft does not exceed, at any time, the number of others working in that Craft referred from the Union hiring hall. This provision applies only to Contractors which are not Union Signatory to a MLA and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, each Contractor shall require all core workers and any other persons employed, other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at the Project site.

Section 8.1.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

Section 8.2 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

Section 8.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor within a forty-eight (48) hour period (Saturdays, Sundays and holidays, excepted) after such requisition is made by the Contractor, the Contractor shall be free to obtain qualified workers from other sources. Contractor must document all good faith efforts made to locate and hire Local Residents, Transitional Workers, and/or Veterans, including copies of facsimile transmittals (with fax confirmations that are date and time stamped) to the Jobs Coordinator. Any employee(s) hired under this Section 8.3, as well as all other employees hired under this Article VIII, shall have a Transportation Worker Identification Credential.

Section 8.4 Unions will exert their best efforts to recruit sufficient numbers of skilled Craft persons to fulfill the requirements of the Contractor. In recognition of the fact that the communities closest to the Project will be impacted by the construction of the Covered Project, the Parties agree to support the development of increased numbers of construction workers from residents of these communities. Toward that end, the Unions agree to encourage and provide referrals and utilization of qualified Local Residents, as set forth below.

Section 8.5 The Unions agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents," as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties hereby establish a goal that 40% of all construction labor hours worked on the Project(s) shall be from qualified area residents, whose primary residence is within the counties of Los Angeles and Orange.

Section 8.5.1 A goal of 40% of the total work hours shall be performed by Local Residents. In addition, a goal of 10% of the total work hours shall be performed by qualified Transitional Workers and Veterans, regardless of their place of residence in California. If qualified, an employee's hours may be applied towards the Local Resident, Transitional Worker, and Veteran targeted hiring.

Section 8.5.2 The Department is in the process of establishing referral mechanisms to ensure the recruitment, training and placement of Transitional Workers and Veterans into apprentice programs, with a goal of 10% of Project Work being performed by Transitional Workers and Veterans. The Unions and Contractors agree to work with the Department and use their best efforts to integrate such mechanisms for acceptance and entry into their apprenticeship programs.

Section 8.5.3 The Trades Council agrees to support the operation of pre-apprentice referral programs in Long Beach and to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the Department and the City to increase construction industry work opportunities for Local Residents. This shall include, but not limited to, those individuals who have successfully completed the Long Beach Unified School District's Architecture, Construction and Engineering Academy (ACE), or the construction trades MC3 pre-apprenticeship training program and construction courses sponsored by Long Beach City College, such individuals, however, must meet the qualifications and minimum requirements for the respective craft Union, or their respective apprentice or training programs, in order to be placed on the referral roles or placed into such apprenticeship or training programs. Such placement is subject to the individual's compliance with Section 7.2, above.

Section 8.6 The Prime Contractor is responsible for ensuring that the following Hiring goals are met:

Section 8.6.1 A minimum of 40% of all hours of Project Work shall be performed by

Local Residents.

Section 8.6.2 A minimum of 10% of all hours of Project Work shall be performed by Transitional Workers and Veterans, regardless of their place of residence in California. If qualified, an employee's hours may be applied towards the Local Resident targeted hiring.

Section 8.6.3 The Contractor retains authority in making individual hiring decisions.

Section 8.6.4 Hours worked by residents of states other than California shall not be included in calculation of total hours of Project Work for purposes of the percentage requirements set forth above in Sections 8.5 and 8.6.

Section 8.6.5 Transitional Workers may be referred to the Unions from a Jobs Coordinator pre-qualified to perform construction jobs coordination and related services. When the Jobs Coordinator refers Transitional Workers to the Unions, the Jobs Coordinator shall pre-screen any applicant prior to referral to the Unions and shall verify the presence of one of the criteria set forth in Section 2.24 for an individual to qualify as a Transitional Worker. Drug screening will be a prerequisite to employment.

Section 8.6.6 Contractors shall track the hiring and retention of Local Residents, Veterans, and Transitional Workers hired for the Project. Contractors shall collect the tracking information from all sources and shall submit bi-annual reports to the Director of Construction Management in a format reasonably requested by the City.

Section 8.7 The Employers and the Unions wish to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Parties will use best efforts to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 8.8 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project and to conduct reasonable outreach, in good faith, to ensure Veterans know about Project employment opportunities. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience relevant to the applicable trade or Craft.

Section 8.9 All Contractors shall use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions, including workers qualified as Local Residents, Transitional Workers, Veterans and/or general dispatch. The Unions agree to accept and utilize the Craft Request Form and the procedures written therein. When Local Residents, Transitional Workers, and Veterans are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and

normal referral procedures. Contractors and Unions agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification documents that are date/time imprinted. All Craft Request Forms and transmission verification documents shall be provided to the Jobs Coordinator and available for inspection upon request by the Department Director of Construction Management or authorized representative as described in Article XII of this Agreement.

Section 8.10 Use of Apprentices

Section 8.10.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each Craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project. Twenty-five (25) percent of such apprentice work force of each Craft shall consist, to the extent available, of first (1st) year apprentices.

Section 8.10.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each Craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Jobs Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

Section 8.10.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he or she is participating.

Section 8.10.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her Craft or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the Craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

Section 8.10.5 The Unions shall track retention of apprentices for so long as those apprentices participate in a joint labor-management apprenticeship program and shall document

the reasons for not accepting referred candidates from target populations into apprenticeship programs, if applicable.

Section 8.11 Professional consultant services contracts entered into by the Department to provide surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, are exempt from the foregoing Local Resident, Disadvantaged Worker, and Veteran hiring goals.

ARTICLE IX WAGES AND BENEFITS

Section 9.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases during the term of this Agreement under state law, the Contractor shall pay the rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the MLAs, except as otherwise provided in this Agreement. Notwithstanding any other provision in this Agreement, this Agreement does not relieve a Contractor, Union Signatory to one or more of the MLAs, from paying all of the wages set forth in the MLAs.

Section 9.2 Benefits.

Section 9.2.1 Contractors not Union Signatory to the established Labor/Management Trust Fund Agreements, as specified in the MLAs for the Craft workers in their employ, shall sign a "subscription agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement before work is commenced on the Project, provided that the subscription agreement does not extend the Contractors' obligations beyond Project Work.

Section 9.2.2 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA; provided, however, that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, this Agreement does not relieve Contractors Union Signatory to one or more of the MLAs from making all fringe benefit contributions set forth in those MLAs. Bona fide jointly-trusteed benefit plans or authorized employee deductions programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

Section 9.2.3 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

Section 10.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project Work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable MLA for the Craft Union representing such employee(s) and not under the provisions of the Grievance Arbitration provisions of Article XIV. Contractors shall not discipline or dismiss its employees except for good cause.

ARTICLE XI

DEPARTMENT POLICIES AND PROCEDURES

Section 11.1 The contracts between the Department and the Prime Contractors for construction of the Project shall include the following provisions:

Section 11.1.1 All persons who perform labor in the execution of a construction contract shall be paid the prevailing rate of wages applicable to the classification as provided in the California Department of Industrial Relations Determinations.

Section 11.1.2 Prime Contractor shall provide information concerning its experience and qualifications, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract.

Section 11.2 In addition to the above requirements, the Contractors and Unions understand and agree that the construction contract shall be awarded in accordance with other applicable provisions of the California Public Contracts Code and the Long Beach City Charter ("Charter").

ARTICLE XII

COMPLIANCE

Section 12.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. The Department designates the Director of Construction Management to investigate and monitor compliance with Article IX, and to recommend to the Board enforcement measures to ensure the Contractor's compliance with the general conditions of the construction contract. At the conclusion of any six-month period, the Department shall report to the Board with a status update on the Agreement with regard to that Project, including a description of any obstacles or barriers faced. The provisions of this Article shall not substitute for or preclude any employee or

Union from filing a grievance under the provisions of Grievance and Arbitration provisions of Article XIV.

ARTICLE XIII

JOINT ADMINISTRATIVE COMMITTEE

Section 13.1 Joint Committee The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Department and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the Department and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of Department and Union representatives present may constitute a voting quorum.

Section 13.2 Functions of Joint Committee The Committee shall meet as needed or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Projects, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be binding on the Parties to this Agreement, subject to Board approval. Substantive grievances or disputes arising under Sections 5.3, 10.1, 14.1-14.4 and 15.1-15.3 shall not be reviewed or discussed by this Committee but shall be processed pursuant to the provisions of the appropriate Article. The Director of Construction Management shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors and the Department. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The Director of Construction Management shall prepare reports, as needed, on apprentice utilization and the training and employment of Local Residents, Transitional Workers, and Veterans, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of Local Residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 13.3 Subcommittees The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

ARTICLE XIV

GRIEVANCE ARBITRATION PROCEDURE

Section 14.1 The Parties hereby agree that all grievances and disputes that may arise concerning the application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article V (Work Stoppages, Strikes, Sympathy

Strikes and Lockouts), Article XV (Jurisdictional Disputes) and Article X (Employee Disciplinary Grievances), shall be handled in accordance with the following procedures.

Section 14.2 Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the local Union involved shall first attempt to settle the matter by oral discussion with the particular Contractor's project superintendent no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving Union.

Step 2: If the matter is not resolved in Step 1, above, within five (5) working days after the oral discussion with the superintendent and the business representative of the Union involved, the written grievance shall be given to the particular Contractor involved by the business representative of the Union involved. The business manager of the involved local Union or his designee shall meet with the involved Contractor within five (5) working days after they first meet to hear the grievance, then the Union may, within ten (10) calendar days after meeting with the Contractor, by written notice to the Contractor, submit the grievance to arbitration in accordance with the provisions as set forth below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the business representative of the Union involved and Contractor involved shall have five (5) working days to attempt, by mutual agreement, to select an Arbitrator to hear the dispute, from one of the Arbitrators listed under the Expedited Arbitration provisions of Article V, Section 5.3 of this Agreement. If the business representative of the Union involved and Contractor involved are unable to meet during such five (5) working day period and cannot reach agreement on a selected Arbitrator, then the first arbitrator from the list, on a rotational basis, shall be the arbitrator to hear the dispute. The Arbitrator, along with the business representative of the Union involved and the Contractor involved, shall coordinate the scheduling of the grievance arbitration meeting and shall notify the Department of the date and time of the meeting. The decision of the Arbitrator shall be final and binding on the parties to the dispute. The decision of the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek judicial enforcement of the Award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

Section 14.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 14.2 may be extended by mutual agreement of the business representative of the Union involved and Contractor involved. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.

Section 14.4 Grievances, which are settled directly by the Parties to such grievance, shall not be precedent setting. The costs of the arbitrator shall be borne equally between the grieving Union and the affected Contractor.

ARTICLE XV

JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

Section 15.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

Section 15.2 All Jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions.

Section 15.2.1 If a dispute arising under this Article involves the Southwest Mountain States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 15.3 No Work Disruption Over Jurisdiction. All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 15.4 Pre-Job Conference. Each Contractor engaged as a "prime contractor" pursuant to a Construction Contract directly with the Department will conduct a pre-job conference with the Unions prior to commencing work. Subcontractors of all tiers will be advised in advance, by the prime contractor, of all such conferences. The purpose of the conference will be to, among other things, determine Craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Trades Council and the Department Director of Construction Management shall be advised ten (10) days in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Contractors at a pre-job conference. Should a Union dispute a work assignment which has been disclosed and discussed at the pre-job conference with the Union representative present, it shall proceed to file a claim with the Plan pursuant to Article XV. Should there be any formal jurisdictional dispute raised, the Department and Prime Contractor shall be promptly notified. Should additional Project Work be awarded and/or need assignment subsequent to the holding of the pre-job conference, the Contractors performing such work will conduct a separate pre-job conference for such newly awarded work no later than two weeks prior to commencement of additional work. If any Union

has a dispute over such newly awarded assignment, such Union shall proceed to file a claim with the Plan pursuant to Article XV of this Agreement.

ARTICLE XVI

MANAGEMENT RIGHTS

Section 16.1 The Contractors shall retain full and exclusive authority for the management of their operations, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or a MLA. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times.

Section 16.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the Craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Contractors may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of the Agreement will not be recognized.

Section 16.3 The Contractors shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective Craft collective bargaining agreement between the particular Contractor and Union and pursuant to this Agreement.

Section 16.4 Nothing in this Agreement shall be construed to limit the right of any of the Contractors to select the lowest bidder he deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Contractor in accordance with the construction contract.

Section 16.5 The Department and Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any contractor without regard to whether they are parties to collective bargaining agreements, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement.

Section 16.6 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed under the supervision and direction of the Department, and/or manufacturer's personnel. The Unions agree to install such materials, equipment and systems without the occurrence of any conduct described in Section 5.1.1.

ARTICLE XVII
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 17.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Department, City, the state and the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the Contractor and the Department.

Section 17.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and the Department. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

Section 17.3 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while performing work on the Project site are prohibited. Accordingly, the parties agree that all Employers will utilize a Substance Abuse Program in accordance with the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment B for all employees on the Project for all Employers. All Unions agree to comply with the requirements of the program subject to the grievance procedure contained in this Agreement.

ARTICLE XVIII
SAVINGS CLAUSE

Section 18.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.1.1 Where a Federally funded project, funded in whole or in part with federal funds that prohibit recipients of federal funding from using geographical, social, economic based, or other hiring preferences on projects for which federal funding has been granted, the Parties shall meet to remove the prohibited criteria, consistent with the federal agency's prohibition, as an amendment to this Agreement, for the specified project receiving funds from such federal agency.

Section 18.2 If a court of competent jurisdiction determines that this Agreement is invalid and/or enjoins the City or Department from complying with its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a Contractor, the Unions will no longer be bound by the provisions of Article V to the extent that any such Contractor performing covered work is no longer bound. The Unions and their

members shall remain bound to Article V with respect to all other Contractors who remain bound to this Agreement, and no action taken by the Unions, or their members shall disrupt the work of such Contractors.

ARTICLE XIX

STEWARDS AND REPRESENTATIVES

Section 19.1 Each Union shall have the right to designate a working Craft employee as steward for each Contractor employing such Craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the Craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the Craft employees of his Contractor and not to the work being performed by other Contractors or their employees.

Section 19.2 Representatives of the Unions shall have access to the Project site, provided they do not interfere with the work and provided that they comply with visitor security and safety rules, including checking in with the Contractor's and Department's on-site representatives prior to entering the Project site. The Contractor recognizes the right of access set forth in this subsection and such access will not be unreasonably withheld from an authorized representative of the Union.

ARTICLE XX

WORK OPPORTUNITIES PROGRAM

Section 20.1 Work Opportunities The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the surrounding communities to meet the labor needs of the Covered Projects, specifically, and the requirements of the local construction industry, generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these community residents, the primary goals of which shall be to maximize construction work opportunities for community residents. In furtherance of the foregoing, the Unions specifically agree to:

20.1.1 Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified community residents as journeymen, and apprentices on Project Work and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

20.1.2 Work cooperatively with these communities, to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry, including job fairs in locations near the Project site; and

20.1.3 Assist community residents in contacting the Union Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist community residents who are seeking Union jobs on the Project and Union membership in assessing their work

experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors; and

20.1.4 Allow tours of their apprenticeship training facilities; and

20.1.5 Provide a contact information list for applicable Union representatives and Joint Apprenticeship Committee representatives; and

20.1.6 Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

ARTICLE XXI

TERM

Section 21.1 This Agreement shall be effective from the date of execution by all Parties, and shall remain in effect for a period of ten (10) years. Either Party desiring to modify, amend, revise or extend this Agreement shall provide written notice thereof, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties.

Section 21.2 Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until the Board's acceptance of Substantial Completion of the Project, including completion of all items such as Punch-List items, notwithstanding the expiration date of this Agreement. Any Covered Project not awarded during the term of this Agreement shall not be covered by this Agreement. Additionally, any Covered Project existing under the previous Agreement that is awarded during this new Agreement will be covered by the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

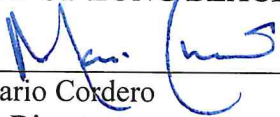
APPROVED AS TO FORM:

Dawn McIntosh
City Attorney

By: 
Charles Gate William R. DAERL
Principal Deputy City Attorney

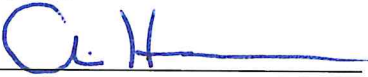
Date: 6-20-2023

THE CITY OF LONG BEACH HARBOR DEPARTMENT

By: 
Mario Cordero
Executive Director

Date: 6/26/23

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: 
Chris Hannan
Executive Secretary

Date: January 11, 2023

2/15/23
 An Mr 1-4-23
 Joel Barton EJB 1/4/23
 DocuSigned by:
 Ed (arn...)
 237F9067A3B5408
 K...
 DocuSigned by:
 Mario Suals (LiUMI #1309)
 Sergio Rascon (LiUMI 300)
 Ken Hunt
 Paul...
 ET
 Ben Clayton NRW
 DocuSigned by:
 Write
 4F230B050...
 Stephen Arava

**EXHIBIT “1”
PROJECTS LIST**

No.	PROJECT ID #	PROJECT NAME	Engineer's Estimate	Forecasted NTP
1	1518-3137	PIER S CONTAINER SUPPORT FACILITY PROJECT	\$30,300,000.00	14-Feb-24
2	1303-3134	PIER B RAIL YARD EXPANSION	\$31,320,000.00	14-May-24
3	1326-2554	PIER E NORTH GATE EXPANSION	\$6,000,000.00	27-Jun-24
4	1522-3144	PIER S PAVING AND STORM DRAIN IMPROVEMENTS	\$5,100,000.00	11-Jul-24
5	1303-9900	PIER B ON-DOCK RAIL SUPPORT FACILITY PROGRAM	\$72,000,000.00	1-Aug-24
6	1303-3136	PIER B RAIL YARD LOCOMOTIVE FACILITY	\$16,000,000.00	29-Aug-24
7	1303-3145	LA-04 PUMP STATION RELOCATION	\$35,760,000.00	24-Sep-24
8	1303-3164	PIER B SHOMAKER BRIDGE RAMPS DEMOLITION	\$13,580,000.00	29-Oct-24
9	1525-3171	HARBOR SCENIC ROADWAY & INFRASTRUCTURE IMPROVEMENTS	\$25,000,000.00	24-Feb-25
10	1303-3158	PIER B RAIL YARD DOMINGUEZ CHANNEL BRIDGE WIDENING	\$13,000,000.00	2-Apr-25
11	1524-3160	JOINT PORTS GOODS MOVEMENT WORKFORCE TRAINING CAMPUS-PIER A WEST - Joint Venture of POLB/POLA	\$61,200,000.00	2-Apr-25
12	SW01-9900	SEWER LIFT STATION 136 SAFETY UPGRADE (Placeholder)	\$9,740,185.00	17-Mar-26
13	1507-3108	FIELD STAFF OFFICE FACILITY	\$6,020,000.00	14-Apr-26
14	1303-3135	PIER B RAIL YARD WEST EXPANSION & PIER B STREET REALIGNMENT	\$45,000,000.00	8-May-26
15	1426-2515	PIER D STREET REALIGNMENT	\$18,760,000.00	24-Nov-26
16	1467-3010	OUTER HARBOR SED PLACEMENT AND ECOSYS RESTORATION SITE	\$9,900,000.00	6-Jun-29
17	SM06-9900	PUMP STATION 30 REHABILITATION (Placeholder)	\$9,129,620.00	3-Dec-29
			\$407,809,805.00	

ATTACHMENT "A"
COMPANY LETTERHEAD

Director of Construction Management
Port of Long Beach

SUBJECT: LETTER OF ASSENT
Port-Wide Project Labor Agreement

Dear Mr./Ms. _____:

This is to certify that the undersigned Contractor has examined a copy of the subject Project Labor Agreement entered into by and between the City of Long Beach Harbor Department and the Los Angeles/Orange County Building and Construction Trades Council and the signatory Unions. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor as though the Contractor had signed the above referred Agreement. Contractor shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement.

This Letter of Assent shall become effective and binding upon the undersigned Contractor on the date signed below and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

Dated: _____

(Contractor's State License Number)

cc: Los Angeles/Orange County Building and Construction Trades Council

ATTACHMENT "B"
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and

becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150ng/ml ³	Benzoyllecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoyllecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

**SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT "C"

PORT OF LONG BEACH, PORT-WIDE PROJECT LABOR AGREEMENT CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request Craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Port of Long Beach, Port-Wide Project Labor Agreement establishes a goal that 40% of all hours worked on the Project shall be by Local Residents. In addition, a goal of 10% of the total work hours performed on the Project shall be from Transitional Workers and/or Veterans regardless of their place of residence in California.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: POLB Director of Construction Management
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Transitional Worker, Veteran, or General Dispatch	Number of workers needed	Report Date	Report Time

TOTAL WORKERS REQUESTED = _____

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____

Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____

Comment or Special Instructions:

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes ____	No ____
APPRENTICE	Yes ____	No ____
LOCAL RESIDENT	Yes ____	No ____
TRANSITIONAL WORKER	Yes ____	No ____
VETERAN	Yes ____	No ____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes ____	No ____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

Attachment "D"

Construction Trade Unions Contact Numbers

Local	Union	Phone Number	Fax Number
5	(Asbestos) Heat & Frost Insulators	(909) 390-3401	(909) 390-3405
92	Boilermakers	(909) 877-9382	(808) 877-8318
4	Bricklayers	(626) 739-5600	(626) 739-5610
562	Carpenters	(562) 427-0977	(562) 427-0977
562	Carpenters (Drywall Hangers)	(562) 427-0977	(562) 427-0977
562	Carpenters (Lathers)	(562) 427-0977	(562) 427-0977
500	Cement Masons	(714) 554-0730	(714) 265-0780
600	Cement Masons	(323) 771-0991	(323) 771-2631
11	Electricians	(626) 243-9700	(626) 243-9750
18	Elevator Constructors	(800) 428-5226	
709	Fire Sprinkler Fitters	(562) 698-9909	(562) 698-7255
636	Glaziers	(626) 448-1565	(626) 797-5998
345	Gunitite Workers	(818) 846-1303	(818) 846-1226
416	Iron Workers (Reinforced)	(562) 868-1251	(818) 868-1429
433	Iron Workers (Structural)	(626) 964-2500	(626) 964-1754
300	Laborers (Remediation)	(213) 385-3550	(213) 385-6985
1309	Laborers	(562) 421-9346	(562) 421-5964
1184	Laborers	(951) 684-1484	(951) 779-1445
345	Landscape, Irrigation, Sewer & Storm Drain	(626) 357-9345	(626) 359-0359
12	Operating Engineers	(626) 792-2519	(626) 792-9039
1036	Painters	(626) 296-8054	(626) 296-8076
1136	Painters (Drywall Finishers)	(626) 296-8003	(626) 296-8004
200	Plasterers	(909) 865-2240	(909) 865-9392
78	Plumbers	(213) 688-9090	(213) 627-4624
1247	Resilient Floor & Decorative Covering	(626) 296-8048	(626) 296-8058
36	Roofers & Waterproofers	(323) 222-0251	(323) 222-3585
105	Sheet Metal Workers	(909) 305-2800	(909) 305-2822
250	Steamfitters	(310) 660-0035	(310) 329-2465
986	Teamsters	(626) 350-9860	(626) 448-0986
18	Tile Layers	(626) 739-5600	(626) 739-5610